

**NON-DISCLOSURE AGREEMENT**

*Between*

**Melinda Smith**

*And*

**Atlas North America, LLC**

**Agreement #ND190515**

**21 May 2015**

**Non-Disclosure Agreement  
Melinda Smith and  
Atlas North America**

**Agreement No. ND190515  
21 May 2015**

This Agreement between Melinda Smith of 3495 Lisburne Lane, Ordinary, VA 23131 (hereinafter "Melinda Smith"), and Atlas North America, LLC, incorporated in the state of Delaware having its principal place of business at 208 Golden Oak Court, Suite 415, Virginia Beach, VA 23452 (hereinafter "Atlas NA") (each of "Melinda Smith" and "Atlas NA") sometimes referred to hereinafter as a "Party" and collectively as the "Parties") shall become effective on such date as both parties have signed this Agreement.

The Parties agree as follows:

**1. GENERAL**

The parties, for their mutual benefit, desire the disclosure to each other of Proprietary Information related to marine products for the purpose of exploring business possibilities. The party receiving Proprietary Information hereunder is referred to as Recipient; the party disclosing Proprietary Information hereunder is referred to as Discloser. Parties may be both a Recipient and a Discloser.

**2. PROPRIETARY INFORMATION**

2.1 The term "Proprietary Information" as used herein shall mean all documents, data and information (i) that are designated by the disclosing Party, in writing, or by an appropriate stamp or legend, to be non-public and of a proprietary or confidential nature, or (ii) that are orally submitted and identified as proprietary by the disclosing party, provided the disclosing Party notifies the receiving Party, in writing, specifically identifying any such Proprietary Information so orally submitted within thirty (30) days of the oral disclosure.

2.2 The Parties agree to keep in confidence and prevent the disclosure of Proprietary Information in whole or in part to (i) any person outside of their organizations, and (ii) any person within their own organizations not having a "need to know" for the purpose of this Agreement set forth in Paragraph 1.

2.3 Notwithstanding the foregoing, neither Party shall be liable for disclosure or use of any Proprietary Information received from the other Party, if the Information was:

- (a) In the public domain at the time it was disclosed, or thereafter entered the public domain through no fault of the receiving Party; or
- (b) Known by the receiving Party at the time of transmittal by the disclosing Party to the receiving Party, or thereafter became known by the receiving Party, from

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sources independent of either of the Parties hereto and not under obligation of confidence to the disclosing Party; or

- (c) Disclosed or used by the receiving Party with the advance written approval of the disclosing Party; or
- (d) Independently developed or known by the receiving Party; or
- (e) Disclosed or used by the receiving Party after seven (7) years have elapsed from the date of first disclosure to the receiving Party.

2.4 The Parties agree to use Proprietary Information received under this Agreement solely for the purpose set forth in Paragraph 1 of this Agreement, and to transmit this Information only to their employees or other representatives who have a "need-to-know" and have been informed of the proprietary or confidential nature of the Information and the obligations under this Agreement.

2.5 The following individuals are designated by the Party named as the only points of contact for transmittal and receipt of Proprietary Information under this Agreement:

**Melinda Smith: Melinda Smith**

**Atlas NA: Martin Wilcox, Sergio Diehl, Andy Culbreath**

The use of any other points of contact is a violation of this Agreement. However, it will not affect the proprietary status of Proprietary Information for the applicability thereto of the provisions of this Agreement. Either Party may change its designated points of contact by advance written notice to the other Party.

2.6 All Proprietary Information furnished hereunder shall remain the property of the disclosing Party and shall be returned to it or destroyed promptly at its request, together with all copies made thereof by the receiving Party hereunder. Upon request, the receiving Party shall send the disclosing Party a destruction certificate.

2.7 All Proprietary Information is furnished by the disclosing Party without any warranty, express or implied, as to the accuracy or completeness of the Proprietary Information.

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### **3. RELATIONSHIP OF THE PARTIES**

3.1 Nothing in this Agreement shall grant or imply the right of either Party to commit the other Party for any obligations or to act as agent for the other Party, or otherwise, on its behalf.

3.2 Nothing in this Agreement shall be construed as an obligation on the part of either Party to refrain from engaging at any time in the same or any business similar or dissimilar to the business in which the other is now engaged.

### **4. ANNOUNCEMENTS**

Either Party shall obtain written approval from the other Party prior to any private or public disclosure of the existence or terms of this Agreement or of the association, if any, represented by, or arising from, this Agreement.

### **5. PERIOD OF AGREEMENT**

Except for the provisions of the paragraph entitled "PROPRIETARY INFORMATION," this Agreement shall terminate on 21 May 2016 unless extended by mutual agreement.

### **6. GOVERNING LAW AND JURISDICTION DISPUTE**

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

Jurisdiction: The parties hereby submit to the jurisdiction of the State of Virginia, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

### **7. NOTICES**

All written notices hereunder shall be addressed to the Parties indicated below or as directed in subsequent written notices:

Melinda Smith:      Melinda Smith  
                          3495 Lisburne Lane  
                          Ordinary, VA 23131

Attn: Melinda Smith

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Phone: 804-815-3345

Fax:

Email:

**Atlas NA:** Atlas North America, LLC  
208 Golden Oak Court, Suite 415  
Virginia Beach, VA 23452  
Attention: Cynthia Moye, Contracts Manager  
Telephone: 757.463.0670, ext 105  
Fax: 757.463.0673  
Email: cindy.moye@na-atlas.com

## **8. NO LICENSE**

No license under any patents is granted or conveyed by the disclosing Party to the receiving Party hereunder, nor shall the furnishing of Information constitute any representation, warranty, assurance, guaranty or inducement by the disclosing Party to the receiving Party with respect to infringement of patent or other rights of others.

## **9. MISCELLANEOUS**

9.1 AMENDMENTS. This Agreement shall not be amended unless set forth in a document executed by duly authorized representatives of the Parties.

9.2 WAIVER. No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof, or waiver of any right or remedy herein, shall be effective for any purpose unless specifically set forth in a writing signed by the Party to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.

9.3 HEADINGS. The section, paragraph, and sub-paragraph headings herein are for convenience only and shall not limit in any way the scope of any provisions of this Agreement.

9.4 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

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**9.5 ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of and between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. It shall not be varied by any oral agreements or representation or otherwise.

**9.6 EXPENSES.** Nothing in this Agreement requires the payment of fees nor reimbursement for expenses. If such payment and/or reimbursement is required for any activity, the terms and conditions shall be mutually agreed by both Parties at the time needed by amendment to this Agreement or in a separate agreement stating the obligations for payment.

**9.7 COMPLIANCE WITH EXPORT/IMPORT LAWS.** Any Proprietary Information whose export is subject to an export and/or import license, or other controls, such as the U.S. Government Export Administration Regulations (EAR) and/or the International Traffic in Arms Regulations (ITAR), shall be identified and marked in writing as such by the Discloser at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to and in accordance with the applicable laws and regulations.

## **10. EXECUTION**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date on which both Parties have affixed their signatures hereto.

**Melinda Smith:**

Signature: Melinda Smith

Name: Melinda Smith

Title: \_\_\_\_\_

Date: 20 May 2015

**Atlas North America, LLC**

Adrian J

Signature: Culbreath

Digitally signed by Adrian J Culbreath  
DN: c=US, o=Atlas North America, LLC,  
ou=VA, ou=Business Operations and  
Empowered Official, cn=Adrian J  
Culbreath, dnQualifiers=ORC2400010537.ID  
Date: 2015.05.20 18:36:31 -04'00'

Name: Adrian Culbreath

Title: VP Business Operations

Date: 20 May 2015